



STATE OF DELAWARE  
EXECUTIVE DEPARTMENT  
OFFICE OF MANAGEMENT AND BUDGET

April 29, 2014

TO: ALL STATE AGENCIES, SCHOOL DISTRICTS, MUNICIPALITIES, VOLUNTEER  
FIRE COMPANIES AND POLITICAL SUBDIVISIONS

FROM: Shannon Wrobel  
STATE CONTRACT PROCUREMENT OFFICER  
302-857-4537

SUBJECT: **AWARD NOTICE Addendum #2 effective May 1, 2018**  
**CONTRACT NO. GSS14635-MUSIC\_INST**  
**Music Instruments, Equipment and Supplies**

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**GOVERNMENT SUPPORT SERVICES – CONTRACTING**  
100 ENTERPRISE PLACE – SUITE 4 – DOVER, DE 19904-8202  
PHONE: (302) 857-4550 – FAX: (302) 739-3779 – GSS.OMB.DELAWARE.GOV

## **KEY CONTRACT INFORMATION**

### **1. MANDATORY USE CONTRACT:**

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**REF: Title 29, Chapter 6911(d) Delaware Code.** Every state department and agency within the Executive Branch and Judicial Branch of the state government shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, the operations funded by Public School Districts, Delaware Transit Corporation, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.

### **2. CONTRACT PERIOD:**

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Each contractor's contract shall be valid from **May 1, 2014** through **April 30, 2017**. Each contract may be renewed for two (2) additional one (1) year periods through negotiation between the contractor and Government Support Services. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

Addendum #1 extends contract through April 30, 2018.

**Addendum #2 extends contract through April 30, 2019.**

### **3. VENDORS:**

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<p>GSS14635-MUSIC_INSTV01</p> <p><b>Accent Music Inc.</b> 5810-A Kirkwood HWY Wilmington, DE 19808</p> <p><u>Contact for placing orders:</u> Steve Harkey Phone: 302-999-0612 Fax: 302-999-8619</p> <p><b>FSF #: 0000026624</b></p> <p><b>Multi-Awarded:</b> Categories 3, 4, and 5 And general catalog items</p>	<p>GSS14635-MUSIC_INSTV02</p> <p><b>Washington Music Sales Center Inc.</b> 11151 Veirs Mill Road Wheaton, MD 20902</p> <p><u>Contact for placing orders:</u> Brenda Clark Phone: 301-946-8808 Fax: 301-946-0487</p> <p><b>FSF # 0000031361</b> Minimum Order \$75</p> <p><b>Multi-Awarded:</b> Categories 2 and 3 And general catalog items</p>	<p>GSS14635-MUSIC_INSTV03</p> <p><b>B&amp;B Educational Music Service Inc.</b> 3443 S. DuPont HWY Camden, DE 19934</p> <p><u>Contract for placing orders:</u> Roy Voshell Phone: 302-697-2155 Fax: 302-697-2156</p> <p><b>FSF#: 0000036748</b></p> <p><b>Multi-Awarded:</b> Categories 1, 2, 3, 4 &amp; 5 And general catalog items</p>
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**4. SHIPPING TERMS:**

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F.O.B. destination. Washington Music Sales Center, Inc. has minimum order amount to avoid freight. The minimum order is identified in Section 3 above.

**5. DELIVERY AND PICKUP:**

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The successful vendor is required to deliver all materials to the ordering agency. It is the responsibility of the ordering agency to communicate any special requirements (ex: loading dock height or lift gate requirement for Piano deliveries).

**6. PRICING:**

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Prices will remain firm for the initial term of the contract.

Pricing structure is provided in a separate pricing spreadsheet. Please note the spreadsheet has multiple tabs: specific pricing for core items, desired catalog discounts and or pricing structure, additional catalog discounts and or pricing structure. Links to the specific catalogs are provided separate from the pricing spreadsheet.

A quick summary of category / vendor awards are as per the table below:

Product Category	Category Detail	Awarded Vendor(s)
Category 1: Brass Instruments	Bach Aristocrat Trombone TB600 Jupiter Trombone 332L Jupiter Trumpet 600L Jupiter Marching Baritone 560L Jupiter Marching Baritone 5060S Silver Quantum Blessing Marching French Horn BM-400 Jupiter Sousaphone 696S Fiberglass Silver Jupiter Concert Tuba 382S Silver Compact Jupiter Mellophone 5050S Silver Quantum Jupiter French Horn 852L Double	B&B Educational Music Service Inc.
Category 2: Woodwind Instruments	Angel Soprano Recorder 101 Jupiter Clarinet 635N Selmer Clarinet 1400B Jupiter Flute 507S Jupiter Bass Clarinet 675N Jupiter Alto Saxophone 769GN Selmer Eb Alto Saxophone AS500 Pearl Marching Tenor Maple Traditional	B&B Educational Music Service Inc. Washington Music Center Inc.

Category 3: String Instruments	<p>Lewis ½ Size Violin WL16E2CH  Lewis ¾ Size Violin WL16E3CH  Lewis 4/4 Size Violin WL16E4CH  Lewis ½ Size Cello WL18E2CH  Lewis ¾ Size Cello WL18E3CH  Lewis 4/4 Size Cello WL18E4CH  Lewis ½ Size Double Bass WLB49L2CH  Lewis 13" Viola WL17E13CH  Lewis 14" Viola WL17E14CH  <del>Shar Hoffman Amadeus Bass Outfit ¼</del>  <del>Shar Hoffman Amadeus Violin Outfit ¼</del>  <del>Shar Hoffman Amadeus Violin Outfit ½</del>  <del>Shar Hoffman Amadeus Violin Outfit ¾</del>  <del>Shar Hoffman Amadeus Violin Outfit 4/4</del>  <del>Shar Hoffman Prelude Violin Outfit w/SF bow 13</del>  <del>Shar Hoffman Prelude Violin Outfit w/SF bow 14</del>  <del>Shar Hoffman Prelude Violin Outfit w/SF bow ¾</del>  <del>Shar Hoffman Prelude Violin Outfit w/SF bow 4/4</del>  <del>Shar Hoffman Prelude Cello Outfit 3/4</del>  Eastman ¼ size Violin 80 series  Eastman ½ size Violin 80 series  Eastman ¾ Size Violin 80 series  Eastman 4/4 Size Violin 80 series  Eastman Viola 13" VA80  Eastman Viola 14" VA80  Eastman Viola 15" VA80  Eastman ½ size Cello VC80  Eastman ¾ Size Cello VC80  Eastman 4/4 Size Cello VC80  Eastman ½ Size String Bass VB90  Eastman ¾ Size String Bass VB90  Yamaha ¾ Classical Guitar CGS103All  Yamaha Acoustic Guitar F325</p>	<p>B&amp;B Educational Music Service  Inc.  Accent Music  Washington Music Center</p> <p><b>NOTE:</b>  <b>No SHAR HOFFMAN items have  been awarded through this  contract.</b></p>
Category 4: Keyboard Instruments	<p>Yamaha Portable Keyboard 61 Key PSRE243  Yamaha 88 Key Digital Piano P35B</p>	<p>B&amp;B Educational Music Service  Inc.  Accent Music</p>
Category 5: Percussion Instruments	<p>Ludwig Concert Snare 14 x 6.5 LS403  Rhythm Band 17 Note Bell Set RB2207  Jupiter Bell Kit MK32PC  Hohner 6" Hardwood Block S2203  Hohner 6" Triangle with Striker S2362  Hohner Jingle Bells S4005  Pearl Concert Tom PTE0608 w/ stand T800W  Pearl Concert Tom PTE1012 w/ stand T800W  Pearl Concert Tom PTE1314 w/ stand T800W  Pearl Concert Tom PTE1516 w/ stand T800W  Zildjian 16" Stadium Medium Cymbals (pair)  Zildjian 18" Stadium Medium Cymbals (pair)  Pearl Picollo Snare S1330B w/ stand  Yamaha Marching Snare Drum MS9213 SFZ White</p>	<p>B&amp;B Educational Music Service  Inc.  Accent Music</p>

**ADDITIONAL TERMS AND CONDITIONS**

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**7. BILLING:**

The successful vendor is required to **"Bill as Shipped" to the respective ordering agency(s).** Ordering agencies shall provide at a minimum the contract number, ship to and bill to address, contract name and phone number.

**8. PAYMENT:**

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

**9. PRODUCT SUBSTITUTION:**

All items delivered during the life of the contract shall be of the same type and manufacture as specified unless specific approval is given by Government Support Services to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

**10. ORDERING PROCEDURE:**

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

**11. REQUIREMENTS:**

All delivered products are to be as presented in the vendor supplied catalogs, or as described in the core item listing. Vendors are required to supply catalogs to ordering agencies upon request.

**12. HOLD HARMLESS:**

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

**13. NON-PERFORMANCE:**

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

**14. FORCE MAJEURE:**

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

**15. AGENCY'S RESPONSIBILITIES:**

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.
- c. When an ordering agency first experiences a relatively minor problem or difficulty with a vendor, the agency will contact the vendor directly and attempt to informally resolve the problem. This includes failure to perform by the date specified and any unacceptable difference(s) between the purchase order and the merchandise received. Ordering agencies should stress to vendors that they should expedite correction of the differences because failure to reply may result in an unfavorable rating in the execution of the awarded contract.
- d. The state has several remedies available to resolve non-performance issues with the contractor. The Agency should refer to the Contract Terms and Conditions to view these remedies. When a default occurs, the Agency should first review the contract to confirm that the issue is a part of the contract. If the issue is not covered by the contract, the state cannot expect the contractor to perform outside the agreement. If the issue is a part of the contract, the Agency or GSS - Contracting must then contact the contractor, discuss the reasons surrounding the default and establish a date when the contractor will resolve the non-performance issue.
- e. If there is a performance deficiency, a Corrective Action Report (CAR) may be used. Complete this form to report concerns with vendors or commodities. Be sure to furnish as much detail as possible. <http://gss.omb.delaware.gov/divisionwide/forms.shtml>.

**16. Value Added-Instrument Rental Discount**

The following additional instrument rental discounts are available to students in Delaware school by referencing contract GSS14635-MUSIC\_INST at time of rental agreement.

B&B Educational Music Service Inc.	Accent Music Inc.	Washington Music Center
Standard Rental Program Applies	10% off 4 Month Trial Period	5%